

1895-014 Chancery Causes: Betterton & Co] vs. Neil S. Jennings wife &c  
Lee Co.

Betterton, White low, Hoskins, Woodson, Johnson

CA - Debt  
T - Property



To the Hon. W. T. Miller, Judge of the  
Circuit Court for Lee County Virginia:

Humbly complaining sheweth  
unto your honor, your orators,  
J. M. Betterton and J. H. Whitlow,  
partners in trade under the style  
and firm of Betterton & Co., that on  
the 10<sup>th</sup> day of Nov., 1893, they obtained  
a judgment in the said Circuit  
Court of Lee County against H. S.  
Jennings for the sum of \$497<sup>00</sup>/<sub>100</sub>, with  
interest thereon from the 1<sup>st</sup> day of Dec.,  
1892, till paid, and \$8.06 costs of suit.

On the 6<sup>th</sup> day of Dec., 1893, a writ  
of fieri facias was duly issued  
from the clerk's office of said court  
on said judgment, directed to the  
sheriff of said county, & on which  
was made the following return: "Not  
executed, no property found, this  
Feb. 5, 1894, J. M. Weston, D. S. for C. C.  
Flanary, S. L. C."

Your orators further show that  
on the 12<sup>th</sup> day of March, 1894, they  
obtained another judgment in said  
Circuit Court against said Jen-  
nings. Said last named judgment  
was also for the sum of \$497<sup>00</sup>/<sub>100</sub>, with  
legal interest thereon from the 1<sup>st</sup> day



of Dec., 1892, till paid, and the sum of \$8.06, the costs of suit.

On the last named judgment, on the 26<sup>th</sup> day of March, 1894, a fieri facias was also duly issued from the clerk's office of said Circuit Court, directed to the sheriff of said Lee county, and was returned with the following indorsement thereon: "Not executed, no property found, this June 4<sup>th</sup> 1894, J. M. Weston, D. S. for C. C. Flannery & L. C."

Both of said judgments and every part thereof remains due and unpaid.

Your orators show that on the 18<sup>th</sup> day of May, 1893, the said N. S. Jennings in connection with his wife, Lucinda Jennings, executed to H. M. Hoskins a deed whereby they conveyed to the said Hoskins the following property, to-wit: All that certain tract or parcel of land lying and being in the county of Lee and situate on the south side of Indian Creek, and a part of the land formerly



owned by Geo. H. Hoskins, and conveyed to the said Jennings by the heirs at law of the said <sup>Geo. H.</sup> Hoskins, and for a more particular description of which reference is here made to each of the deeds of the said heirs conveying the same, recorded in the clerk's office of the county court of this county from Wm. Woodson & Lucy A. his wife, in deed book 25, p. 89, from Will L. Johnson in same book, page 91, from R. F. Hoskins and his wife Kisiah, J. G. Hoskins & his wife Mary G., in same book, pages 89 & 90, and from R. F. Hoskins and his wife Kisiah, and J. G. Hoskins and his wife Mary, in deed book 29, p. 208, and from Wm. T. Phillipps and his wife Nellie Phillipps, recorded in deed book 27, p. 393; - and also that certain other tract or parcel of land lying in the said county adjacent to the aforesaid land and conveyed by deed to the said Jennings by Elbert Woodward, recorded in deed book 27, p. 394." Said parcels containing in the aggregate 240 acres more or less. The deed from Jen-



nings and wife to the said W. M. Hoskins was admitted to record in the clerk's office of the County Court of Lee County on the 19<sup>th</sup> day of May, 1893, and is to be found copied in deed book 29, p p. 258-9.

Your orators aver and charge that the said W. S. Jennings was the owner of by far the larger portion of the lands mentioned in said deed, his wife owning but one sixth interest therein, and that said deed as to him was not made upon a consideration deemed valuable in law, but was executed with the express intent to hinder, delay and defraud the creditors of the said W. S. Jennings, and especially your orators.

According to the terms of said deed there is now due from the said W. M. Hoskins to Lucindy Jennings by bond the sum of \$1000, which it purports to be a lien on said land. Said sum of \$1000 is far in excess of the value of the said Lucindy Hoskins' share of said land, and the bond was taken to her for the express purpose of hindering, delaying, defeating and de-



frauding the creditors of the said N.S. Jennings.

Your orators file this bill on behalf of themselves and all other creditors of the said N.S. Jennings that may come in and make themselves parties to this suit under the rules of this court; but if there are such creditors your orators have no knowledge of them, and consequently cannot make them parties to this suit.

The premises considered, complainants pray that the said N.S. Jennings, Lucinda Jennings and W.M. Hoskins be made parties defendants to this bill by the issuance and service of process, and be required to answer the same, but they need not do so on oath; that said deed be declared fraudulent and void and for nothing held; that an account be taken and the ordinary convention of creditors be had before one of the commissioners of this court; that the lien debts of the said N.S. Jennings be ascertained and the amounts thereof and the order of their priority of lien be



established; that if it appears that the rents and profits of the said H. S. Jennings' portion of said land will not in 5 years pay the judgments which are liens on the same, that then his said portion, or so much thereof as will suffice to satisfy the liens thereon and the costs of suit and sale, be sold and the proceeds thereof be applied to the payment of said costs and liens; that if said rents will so suffice, that then the lands be rented out as required by the statute in such cases; that if from any cause the court should be of the opinion that said deed is not fraudulent and void, complainants pray that the taking of said bond of \$1000 in the name of the said Lucindy Jennings therein, by proper decrees of this court, be applied to the payment of said judgments; and for all such other, further, different and general relief that in equity and good conscience they may be entitled to. May Spm. issue &c. And they will ever pray &c.

Coleman & Lewis,

P. L.



C 3.72  
 Tax 1.50  
 Shff 1.50  
 Estimated 36  
 \$7.08

C. + G.

Batterton & Co.

vs. { Bill in Chy.

A. S. Jennings et als.

1894 1st October Rules Bill  
 filed. Sumo & entered  
 decree nisi

" 2nd October rules decree  
 nisi confirmed & cause  
 set for hearing by Plff.  
 " Contd

1895 Mar Term Contd  
 " June " "



To the Honorable W.T.Miller, Judge of the Circuit Court  
for Lee County, Virginia:

The separate demurrer and answer of N.S.Jennings to a  
bill in chancery exhibited against him and others in this  
honorable court by J.M.Betterton and J.H.Whitelow, partners  
in trade under the style and firm of Betterton & Co.

Respondent says that the plaintiffs' bill is not suffi-  
cient in law to call upon him to answer it in this honorable  
court, but that there is good cause of demurrer thereto, and  
he demurs accordingly, and prays judgement of his said de-  
murrer. And not waiving said demurrer, but relying and in-  
sisting thereon, should other and further answer be required  
of him answering, he says:

That it is true that on the 10th day of November 1893, b  
the said plaintiffs obtained a judgement against respondent  
for the sum of \$497.00, with interest thereon from the 1st d  
day of December 1892 till paid, and \$8.06 costs; that on  
the 6th day of December 1893, a writ of fieri facias was duly  
issued on said judgement, directed to the Sheriff of said  
County, and that return was made thereon as alleged in said  
bill; that said plaintiffs obtained another judgement also  
for the sum of \$497.00 with interest thereon from the 1st day  
December 1892 till paid and \$8.06 costs; and that on this  
last mentioned judgement execution was duly issued and re-  
turned as alleged in said bill.

Respondent admits that no part of said judgements have  
been paid. Said judgements were rendered upon a partnership  
transaction for a partnership debt, due by C.B.Brittain and  
your orator, all the proceeds of which partnership were and  
are in the hands of his partner, the said C.B.Brittain.

It is true as alleged, that your respondent together  
with his wife, Lucinda Jennings, on the 13th day of May 1893  
sold and conveyed the land mentioned in said bill to William  
Hoskins. This tract of land was formerly owned by George H.  
Hoskins, the father of respondent's wife, the said Lucinda



except a small portion of land purchased by your respondent from Elbert Woodward which will be more fully explained hereafter.

Your respondent will now show your honor that the principal of the tract of land conveyed by respondent and his wife to William Hoskins on the 18th day of May 1893 was a tract of land owned by George Hoskins in his life time; that the said George Hoskins at the time of his death owned another tract of land known and called the Poor Valley Ridge tract. The said George Hoskins left at the time of his death the following heirs: Lucy, who intermarried with William Woodson, Mollie, who intermarried with \_\_\_\_\_ Johnson, Lucinda, who intermarried with your respondent, William Hoskins, R.F. Hoskins, and James G. Hoskins.

Your respondent will now show your honor that he purchased from William Woodson and Lucy, his wife, the share of the said Lucy in the tract of land owned by the said George Hoskins South of Indian Creek; that he purchased from William Johnson and Mollie Phillips heirs at law of Mollie Johnson, deceased, formerly Mollie Hoskins, their interest of their mother in said tract of land. This is all of the Hoskins tract owned by him. He purchased, however, from Elbert Woodward a small parcel of land adjoining this Hoskins tract of land. This tract purchased from the said Woodward is about equal in value to a share or sixth of the Hoskins tract. His said wife Lucinda owned in her own right one undivided sixth of said Hoskins tract, and she purchased from her brothers R.F., and James G. Hoskins, their undivided interest in said Hoskins tract. This purchase was made at two different times and there were two different conveyances, the first of said purchases was by an exchange of her interest in the Poor Valley tract; the second was a direct purchase at the price of \$100.00 as respondent remembers paid by her out of property derived from her father's estate. Your respondent now ~~learns~~ learns for the first time that each of the conveyances made by



the said R.F. and James G. Hoskins and above referred to were made to this respondent instead of his wife. Respondent does not know how this came to be done unless the grantor's thought that a conveyance to him would have the same effect as if it had been made to his wife. He certainly had no interest in it. Copies of these two last mentioned deeds are herewith filed marked respectively "R.F.H." and "J.G.H.". It will thus be seen that of the tract of land conveyed by respondent and wife to William Hoskins on May 18th 1893, about one-half each was owned by your respondent and his said wife respectively.

Respondent denies most emphatically that much the larger portion of said land belonged to him; he denies that said sale was made upon consideration not deemed valuable in law; he denies most positively that said conveyance was made to hinder, delay or defraud his creditor's, either complainants or otherwise, but upon the other hand respondent avers that said sale had long been contemplated by himself and his wife, that it was made for a full, fair and valuable consideration; that it was made in good faith; that he had no purpose or intention to hinder, delay or defraud his creditors. Upon this sale his one half, to-wit \$1000.00 was paid to him and a note executed to his wife for \$1000.00, the residue thereof. Respondent denies that \$1000.00 is in excess of the value of his said wife's share in said land. He denies that this note was executed to his wife upon anything but the purest reasons and for the most honest purposes; and he positively denies that said note was executed to her with any intent or purpose of defrauding, hindering, delaying or defeating his creditors in the collection of their debts. As above stated Respondent had long contemplated the sale of said land and was only able to effect it last Spring was a year ago, and said sale was made in good faith to carry out the purpose of defendant to move to another locality. And respondent now having fully answered said bill and here expressly denying every allegation now<sup>t</sup> herein before admitted or denied, and here again expressly and positively



denying all fraud and all intention to hinder, delay or defeat  
his creditors in the collection of their debts, he prays to be  
hence dismissed with his costs.

Duncan & Hyatt, P.Q.



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A. D. Jennings  
ads.  $\frac{1}{2}$  Answer.  
 $\frac{1}{2}$

Betterton & Co

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Duncan & Hyatt, S. d.

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To the Honorable W.T. Miller, Judge of the Circuit Court  
for Lee County, Virginia:

The separate demurrer and answer of William Hoskins to a  
bill in chancery exhibited against him and others in this hon-  
orable Court by Petterton & Co.

Respondent says that the complainants' bill is not suffi-  
cient in law to call upon him to answer it in this honorable  
Court, but that there is good cause of demurrer thereto, and  
he demurs accordingly, and prays judgement of his said demur-  
rer &c. And not waiving said demurrer, but relying and insis-  
ting thereon, should other and further answer be required of  
him, answering, he says:

That he knows nothing whatever of the two judgements men-  
tioned by the Complainants in their bill.

Respondent says that it is true that the said Neil S. Jennings  
and Lucinda his wife, on the 18th day of May 1893 conveyed the  
tract of land in the bill mentioned, but he denies that said a  
sale was for a consideration deemed not valuable in law, but  
on the contrary, Respondent says that he paid a full and valu-  
able consideration for said land. He denies that he purchas-  
ed said land for the purpose, or with any intent whatever of  
hindering, delaying, or defrauding the Complainants or any  
other creditors of the said Jennings in the collection of their  
debts. He denies that the note for one thousand dollars was  
executed to his sister, the said Lucinda Jennings for the pur-  
pose, or with any intention whatever of defrauding the com-  
plainants or any other person, but on the contrary respondent  
understood and knew that one half of said tract of land at the  
least was the property of the said Lucinda Jennings in her own  
right, and respondent not being in condition to pay the whole  
of said purchase money and his said sister being willing to  
give him time, said note was executed to her. Her husband  
needing his part of the purchase price of said land, and res-  
pondent being in a condition to pay the same. Respondent



denies that the land purchased by him is in any way liable for the debts or judgements in the bill mentioned, if there are such judgements. He denies that if justice is done, and the said Lucinda is protected in her rights that the money which he still owes on said tract of land is in any way liable to the payment of said debts or judgements. And respondent here averring that in the purchase of said land he was actuated alone by pure motives and perfect good faith, and here expressly denying all fraud and all intent to hinder, delay or prevent the creditors of the said N.E. Jennings from collecting their debts, respondent prays to be hence dismissed with his costs &c.

Duncan V. Hyatt, P.D.



William Hookins  
ads.  $\frac{2}{3}$  Sep. Answer.  
Betterton & Co.

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Duncan & Hyatt, p.d.

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To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of Lucinda Jennings to a bill in chancery exhibited against her and others in this honorable Court by Betterton & Co.

Respondent says that the complainants' bill is not sufficient ~~x~~ in law to call upon her to answer it in this honorable court, but that there is good cause of demurrer thereto, and she demurs accordingly, and prays judgement of her said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of her, answering, she says:

That she ~~expresses it to be true~~ has no knowledge of either of the judgements or of the writs of fieri facias mentioned by the complainants' in their bill, and therefore neither admits nor denies them.

Respondent says it is true that she and her husband on the 18th day of May 1893 executed a deed by which they conveyed to William Hoskins the tract of land mentioned by the complainants in their bill.

Respondent will now show your honor that she is one of the heirs at law of George H. Hoskins, deceased, to whom much the larger portion of the tract of land conveyed as aforesaid ~~x~~ to the said William Hoskins belonged at the time of his death. Her father at the time of his death owned two tracts of land, one known as the Poor Valley Ridge tract, and the other the tract, lying South of Indian creek. He left surviving him, six children, his heirs at law, to wit: Lucy, who intermarried with William Woodson, Mollie, who intermarried with \_\_\_\_\_ Johnson, William, Robert F., ~~and~~ James G. and your respondent, to whom said lands descended.

After the death of her father, your respondent exchanged with her brothers, Robert F. and James G., her interest in the Poor Valley Ridge tract for an interest of theirs in the



tract South of Indian Creek, and the same was conveyed by deed bearing date on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_. Some time thereafter she purchased from her said brothers another interest of theirs in said tract of land, and it was conveyed by deed bearing date on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_. She now learns for the first time that these conveyances are made to her husband and not to herself. She does not know why the conveyances were so made, but she supposes that her brothers and her husband, if her husband knew it, supposed that a conveyance in this way would inure to her benefit; and she here avers that her husband has no interest whatever in said two parcels of land described in said two deeds; that he paid nothing towards them; that the payments for the same were made entirely by herself and out of her own means. Respondent further avers that her interest in said land amounted to fully one equal moiety thereof, she owning as she did three sixths of the Hoskins farm; her husband owning two sixths and ~~a~~ the parcel of land purchased by him from Elbert Woodward, which she avers was not more than equal in value to a one sixth of the Hoskins farm. She denies that much the larger part of said land belonged to her husband, and she most emphatically denies that said land was sold by her and her husband for the purpose or with the intent to hinder, delay or defraud the complainant or any other creditor of her said husband. Said sale was made for a valuable consideration, to wit, for the sum of \$2000.00, \$1000.00 of which was paid as she supposes to her husband, and for residue, to wit, \$1000.00 a note was executed by the said William Hoskins to your respondent, he, the said Hoskins not being then in a condition to pay the same. Respondent ~~that~~ denies that this thousand dollars is in excess of her interest in said land. She denies that said note was executed to her for the purpose of hindering, delaying and defrauding the creditors of her husband; but on the contrary the same was executed to her as her just proportion of the sale of said land. Said tract of land was sold in pursuance of a



purpose for some time entertained by respondent and her husband of selling said tract of land and investing the proceeds in other lands better suited to their purposes.

And respondent now having fully answered said bill and ~~he~~ here expressly denying every allegation of fraud or bad faith and every intent to hinder delay or defraud ~~the~~ creditors of her husband in the collection of their debts, prays to be ~~her~~ hence dismissed with her costs.&c.

Duncan Hobbatt, P. Q.



Lusinda Jennings  
ads.  $\frac{1}{2}$  Sep. Answer.

Betterton & Co

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Duncan & Hyatt, p.d.

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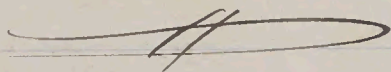


Bitterton & Co.

vs.

} In Chy.  
N. S. Jennings et al.

Upon the calling of this  
cause at this term of the Court  
it was stated by the Attyys. for  
the Complainant at bar that  
all matters in controversy  
in this suit had been fully  
settled, And there remaining  
nothing further to be done in  
the cause the same is hereby  
stricken from the docket.





Bitterton & Co

vs & Decree.

N. S. Jennings & Co

Enter this decree  
this ~~June 9~~ 9, 1895.  
W. L. M.

Entered in  
Chancery Order  
Book v Page 209



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattles of

*N. S. Jennings*

in your bailiwick, you cause to be made

*Four hundred and Ninety Seven Dollars (\$497.00)*

with interest at the rate of six per centum per annum from the *1<sup>st</sup>* day of *December* 189*2* until paid, which

*Betterton & Co.*

late in our Circuit Court of the County of Lee, have recovered against the said

*Jennings*

, as well for a debt as interest thereon; also

*Eight*

dollars and

*Six*

cents, which to the said

*Betterton & Co.*

in the same court were adjudged for *their* costs

by *them* about *their* suit in that behalf expended, whereof the said *Jennings* is convict as appears to us of record. And how you shall execute this writ make known at the rules to be holden in the clerk's office of our said Circuit court, on the *first* Monday in *February* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the

*6<sup>th</sup>*

day of

*December*

189*3*, and in the *118* year of the Commonwealth.

*J. A. S. Wyatt D.C.*

C 4.81  
S 50  
A 2 50  
C 25  
\$8.06



E. B. No. 4 p. 60

Betterton & Co.

US. }

FI. FA.  
IN DEBT.

N. S. Jennings

Isius

p. q.

Came to hand Dec 16

1893, at 5 o'clock P. M.

C. E. Flanagan, s.c.

To 1st Feby 1894 Rules,

Circuit Court.

Jud. Nov 10 1893

O. B. No. 4 p. 299

See returns on Back of  
this file for

Not Executed  
no property found  
this Feb 5-1894.  
J. B. Weston L.S.  
for C. E. Flanagan  
S. L. C.



# The Commonwealth of Virginia.

To the Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

*N. S. Jennings and*  
*C. J. Brittain late partners in trade under*  
*the style & firm of Jennings & Brittain*

to appear at the Clerk's office of the Circuit Court of Lee County at the Court-House, on the  
first Monday in *February* next to answer *J. M. Betterton*  
*and J. H. Whitlow partners in trade under*  
*the style & firm of Betterton & Company*

upon a plea of *Debt \$497.00* Damages. *\$497.00*

And have then and there this writ. Witness, A. B. Munsey, Clerk of said Court at the Courthouse.

This *27<sup>th</sup>* day of *December* 18*93* in the 11*8<sup>th</sup>* year of the Commonwealth.

*A. B. Munsey* Clerk.

A Copy--Teste

*A. B. Munsey* Clerk.



Circuit

J M Betterton & Co

vs } Sumo Debt

Jennings & Brittain

To 1st Feby Rules 1894

Executed, <sup>in part</sup> by

Delivering a true

Copy of the within

Summons to N.S.

Jennings this Jan

12 1894 J. M. Weston

Depty for C.E.

Flanary S.L.C

18

6

23  
144  
466



Circuit Court of the County of Lee, to-wit:  
1<sup>st</sup> Feb. Rules, 1894.

J. M. Betterton and J. H. Whitlow, partners  
in trade under the style and firm of  
Betterton & Company,

complain of M. S. Jennings and C. J. Brittain,  
late partners in trade under the style  
and firm of Jennings & Brittain,

of a plea that they render unto the said plaintiff the sum of \$ 497<sup>00</sup>/<sub>100</sub>, which to them the  
said defendant<sup>s</sup> owe, and from them unjustly detain; for this, to-wit: that heretofore, to-wit: on  
the 1<sup>st</sup> day of December 1892, the said defendant<sup>s</sup> made and signed, and then  
delivered to the said plaintiff<sup>s</sup>, their certain note in writing, commonly called a promissory note, and  
thereby promised and agreed to pay to the said plaintiff<sup>s</sup> the said sum of \$ 497<sup>00</sup>/<sub>100</sub>, twelve  
months after the date thereof, and with  
interest from the date thereof.

Yet the said defendant<sup>s</sup>, although often requested, have not as yet paid to the said plaintiff<sup>s</sup> the said  
sum of \$ 497<sup>00</sup>/<sub>100</sub>, above demanded, nor any part thereof, but the same to pay have hitherto wholly  
refused, and still do refuse, to the damage of the said plaintiff<sup>s</sup>, \$ 497<sup>00</sup>/<sub>100</sub>. And therefore  
they bring their suite.

A. M. Goins, p. q.



C \$481  
S 50  
atly 250  
CoC 25  
\$8.06

FORM NO. 10.

Loins.

Petterton & Co.

vs.

DECLARATION IN DEBT  
ON  
A PROMISSORY NOTE.

Jennings & Brittain.

A. M. Loins, p. q.

1894 1<sup>st</sup> Febry Rules Dec'd filed  
Sumis Ex'd & C. Order  
" 2<sup>nd</sup> Febry Rules C. order  
Confirmed

1894 March 12<sup>th</sup> Judgt Sd  
D.B-3. Page 338.



# The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

I E COMMAND YOU TO SUMMON

*N. S. Jennings and C. J. Brittain*

*late partners in trade under the style and  
firm of Jennings & Brittain*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House on the <sup>third</sup> ~~first~~ Monday in.....

*October*.....next, to answer *J. M. Betterton and*

*J. H. Whitlow* partners in trade under the  
style and firm of Betterton & Company

upon a plea of *Debt on a promissory note for \$497.<sup>00</sup>/<sub>100</sub>*, Damage. \$*497.<sup>00</sup>/<sub>100</sub>*

And have then and there this writ.

Witness *A. B. Munsey*, Clerk of said Court at the Courthouse.

This *3rd* day of *October* 18*92* in the 11*8th* year of the Commonwealth.

*A. B. Munsey* Clerk.

A Copy Teste.....Clerk.



115) Cirt (Goins

J M Betterton & Co  
vs } Summons & return  
N. S. Jennings et al

To 2<sup>nd</sup> Oct Rules 1893

Executed in part  
by delivering an  
Office Copy of the  
within summons  
to N. S. Jennings  
this Oct 12 - 1893.

J. M. Weston D.  
for C. E. Flanary

S. L. A.



Circuit Court of the County of Lee, to-wit:

Rules, 189

J. M. Betterton and J. H. Whitlow, part-  
ners in trade under the style and firm  
of Betterton & Company,

complain of W. S. Jennings and C. J. Brittain,  
late partners in trade under the style  
and firm of Jennings & Brittain,

of a plea that *they* render unto the said plaintiff<sup>s</sup> the sum of \$ *497<sup>00</sup>/<sub>100</sub>*, which to *them* the  
said defendant<sup>s</sup> owe, and from *them* unjustly detain; for this, to-wit: that heretofore, to-wit: on  
the *1<sup>st</sup>* day of *Dec.*, 1892, the said defendant<sup>s</sup> made and signed, and then

delivered to the said plaintiff<sup>s</sup>, *their* certain note in writing, commonly called a promissory note, and  
thereby promised and agreed to pay to the said plaintiff<sup>s</sup> the said sum of \$ *497<sup>00</sup>/<sub>100</sub>*, *six*  
*months after the date thereof, and with*  
*interest from the date thereof.*

Yet the said defendant<sup>s</sup>, although often requested, have not as yet paid to the said plaintiff<sup>s</sup> the said  
sum of \$ *497<sup>00</sup>/<sub>100</sub>*, above demanded, nor any part thereof, but the same to pay have hitherto wholly  
refused, and still do refuse, to the damage of the said plaintiff<sup>s</sup>, \$ *497<sup>00</sup>/<sub>100</sub>*. And therefore  
*they* bring *this* suite.

*A. M. Goins, p. q.*



A. M. Guine.

Butterton &amp; Co.

vs.

DECLARATION IN DEBT  
ON  
A PROMISSORY NOTE.

Jennings &amp; Brittain

A. M. Guine, p. q.

1893 2<sup>nd</sup> Octo. Rules filed  
 Sum & C. Order  
 as to debt Jennings  
 " 1<sup>st</sup> Nov. Rules taken last  
 Monday in October  
 C. order conf'd  
 " Nov. Term Indt vs  
 Jennings & Brittain  
 as Brittain o.s. 249  
 November 10<sup>th</sup> / 1893.

C	4.81
S	2.50
A	2.50
C & C	25
	<u>\$8.06</u>



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting.

WE COMMAND YOU, That of the goods and chattles of

*M. S. Jennings*

C 4.81  
S 50  
A 250  
Co. 25  
\$8.06

in your bailiwick, you cause to be made

*\$497.00*

*Four hundred and*

*Ninety Seven dollars*

with interest at the rate of six per centum per annum from the

*1st*

day of *December*

189*2*

until paid, which

*Betterton Co*

late in our Circuit Court of the County of Lee, has recovered against the said

*M. S. Jennings*

, as well for a debt as interest thereon; also

*\$8.06*

*Eight*

dollars and

*Six*

cents, which to the said

*Betterton & Co*

in the same court were adjudged for

*Their*

costs

by *Them* about

*Their*

suit in that behalf expended, whereof the said

*Jennings*

convict as appears to us of record. And how you shall execute this writ make known at the rules to be holden in the clerk's office of our said Circuit court, on the

*First*

Monday in

*June*

next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the

*26th*

day of

*March*

189*4*, and in the *118th* year of the Commonwealth.

*A. B. Munsey Clerk*



E. B. No. 4 p. 104

Betterton & Co

vs. { FI. FA.  
IN DEBT.

N. S. Jennings

A. M. Goins p. q.

Came to hand April 5

1894, at 6 o'clock P.M.

W. E. Flanagan s. r. c.

To 1st June Rules,

Circuit Court.

Jud March 17 1894

O. B. No. 3 p. 336

Not executed on property found this June 4-1894  
J. H. Weston, Secy for C. E. Flanagan & Co.



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*Niel Jennings, Loucinda Jennings*  
*and M. M. Hoskins*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *October*, 189*4* to answer a bill in Chancery,

exhibited against *them* in our said court by *J. M. Betterton*

*and J. H. Whitelaw partners in trade under the*  
*Style and firm of Betterton & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*18th* day of *September* 189*4* and in the 11*9th* year of the

Commonwealth.

*A. B. Munsey* Clerk.



Mollie A Hoskins



J M Betterton et al

vs.

{ SUPRENA  
IN CHANCERY.

Niel Jennings et al

A M Goins p. q.

To 1st October Rules,  
Circuit Court.

Executed by delivering  
an office copy of the  
within summons to  
Niel Jennings, Loucinda  
Jennings, and ~~James~~  
giving an office copy  
of the within summons  
to Mollie A. Hoskins, and  
explaining to her its purpose  
and purposes. she being the  
wife of William Hoskins, over  
16 years of age, at his usual place  
of abode and he the said William Hoskins,  
being absent from his usual  
place of abode. This 39-1896

J M. Weston Secy for C. E. Flannery S. C. 6



Pliffs Costs

C	3.72
Tax	1.50
Shff	1.50
Estimated	<del>36</del>
Attorney	7.08
	<u>22.08</u>

Betterton & Co.

vs. ~~3~~ Chancery.

N. S. Jennings et als.

Coleman & Goins, p. q.

Duncan & Hyatt, p. d.

111 / 252  
230

N

A

959

6893

78.52

2